



JONATHAN E. FIELDING, M.D., M.P.H.  
Director and Health Officer

JONATHAN E. FREEDMAN  
Chief Deputy Director

313 North Figueroa Street, Room 808  
Los Angeles, California 90012  
TEL (213) 240-8117 • FAX (213) 975-1273

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)



BOARD OF SUPERVISORS

Gloria Molina

First District

Mark Ridley-Thomas

Second District

Zev Yaroslavsky

Third District

Don Knabe

Fourth District

Michael D. Antonovich

Fifth District

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

17 August 21, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

August 21, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE AN AGREEMENT WITH AIDS HEALTHCARE FOUNDATION, INC.  
FOR THE PROVISION OF HIV/AIDS MEDICAL SUBSPECIALTY SERVICES EFFECTIVE  
SEPTEMBER 1, 2012 THROUGH FEBRUARY 28, 2015  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to award and execute an agreement with AIDS Healthcare Foundation, Inc. for the provision of HIV/AIDS medical subspecialty services to residents of Los Angeles County.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute an agreement with AIDS Healthcare Foundation, Inc. (AHF), substantially similar to Exhibit I, to provide medical subspecialty services (MSS), at a total contractual obligation of \$4,340,275, consisting of \$734,722 for the period of September 1, 2012 through February 28, 2013 and \$1,469,443 annually for the period of March 1, 2013 through February 28, 2014 and March 1, 2014 thru February 28, 2015, 100 percent offset by Ryan White Program (RWP) funds; and \$666,667 for the period September 1, 2012 through December 31, 2013 100 percent offset by Healthy Way Los Angeles (HWLA) funds.
2. Delegate authority to the Director of DPH, or his designee, to execute amendments to the AHF agreement that extend the term through February 28, 2017 for the RWP portion and through December 31, 2014 for the HWLA portion; modify and/or add program requirements; allow for the rollover of unspent funds; adjust the term of the agreement through August 31, 2017; and/or provide an increase, or a decrease in funding up to 25 percent above or below each term's annual base maximum obligation; effective upon amendment execution or at the beginning of the applicable

contract term, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

3. Approve and instruct the Director of DPH, or his designee, to terminate for convenience Agreement Number H-209007 with AHF for the provision of MSS upon issuing a 30 calendar day advance written notice, subject to review and approval by County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of Recommendation 1 will allow DPH to execute an agreement with AHF to provide HIV/AIDS MSS to residents in Service Planning Areas (SPAs) 2 through 8. MSS offer appropriate diagnostic and therapeutic medical subspecialty services provided by a licensed physician and/or surgeon and/or refer people living with HIV/AIDS (PLWHA) in need of medical subspecialty services due to complications of HIV/AIDS disease. These services are a critical component for improving the long term health outcomes for PLWHA and include, but are not limited to: cardiology; dermatology; ear, nose, and throat specialty; endocrinology; gastroenterology; hepatology; gynecology; neurology; ophthalmology; oncology; optometry; pulmonary medicine; podiatry; proctology; general surgery; orthopedics; and urology. Referral to a Registered Dietician may also be appropriate for nutritional counseling. In addition, Recommendation 1 will allow clients in Los Angeles County who are not eligible for RWP MSS to receive MSS through the HWLA portion of the agreement which will be managed by the Department of Health Services (DHS).

Approval of Recommendation 2 will allow DPH to execute amendments to extend and/or adjust the term of the agreement; modify and/or add program requirements; rollover unspent funds; and/or increase or decrease funding up to 25 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable agreement term. This recommended action will enable DPH to amend the agreement to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds. In addition, the approval of Recommendation 2 will allow the HWLA portion of the agreement to be extended if needed, to allow DHS to develop a MSS HWLA contract directly with AHF, who is the only contactor funded for MSS.

Recommendation 2 will also enable DPH to amend the agreement to allow for the provision of additional units of funded services that are above the service level identified in the current agreement; modify program requirements; or enable the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay contractor beyond what is identified in the original executed agreement, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Recommendation 3 will allow DPH to terminate for convenience AHF's existing MSS agreement for the period of March 1, 2012 through February 28, 2013.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic

Plan.

### **FISCAL IMPACT/FINANCING**

The total program cost for the agreement is \$4,340,275 for the period of September 1, 2012 through February 28, 2015, consisting of \$734,722 for the period of September 1, 2012 through February 28, 2013 and \$1,469,443 annually for the period of March 1, 2013 through February 28, 2014 and March 1, 2014 thru February 28, 2015, 100 percent offset by RWP funds; and \$666,667 for the period of September 1, 2012 through December 31, 2013, 100 percent offset by HWLA funds from DHS.

Funding is included in DPH's and DHS's FY 2012-13 Adopted Budget, and will be included in future FYs, as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Since 1992, RWP funding has supported a broad range of care and support services, including MSS, delivered to PLWHA in Los Angeles County (County). Since 1998, AHF has provided an array of HIV/AIDS MSS to County residents. Between 1998 and March 2010, DPH did not release a Request for Proposals (RFP) for this service category. The longstanding agreement with AHF has undergone numerous amendments extending the term through February 28, 2013.

A needs assessment conducted in 2008 by the Los Angeles County Commission on HIV found that there is a 15.7% gap between PLWHA who need MSS and those who receive it. The need for MSS is likely to grow as conditions due to complications of HIV/AIDS disease progress in an aging population of PLWHA.

County Counsel has approved Exhibit I as to use.

As required under Board Policy 5.120, your Board was notified on May 17, 2012 of DPH's request to increase or decrease funding up to 25 percent above or below the annual base maximum obligation.

### **CONTRACTING PROCESS**

On March 1, 2010, DPH's Division of HIV and STD Programs (DHSP) (formerly Office of AIDS Programs and Policy) released Request For Proposal (RFP) #2010-02 for SPAs 2-8 HIV/AIDS Core Medical Care Services. The purpose of the RFP was to purchase effective and high quality comprehensive Medical Outpatient (MOP) services and MSS for PLWHA who meet the County's RWP eligibility requirements. The RFP consisted of four service categories including HIV/AIDS MSS. In response to a broad set of technical inquiries raised at the mandatory proposer's conference, written questions received by the due date, and a need to refine the RFP, the RFP was canceled on March 16, 2010. On March 29, 2010, RFP #2010-03 Re-Bid was released.

By the submission due date of June 7, 2010, one proposal was received for HIV/AIDS MSS. Given this, and with the concurrence of County Counsel, DPH conducted an internal review of the proposal to ensure that it was responsive to the minimum mandatory requirements and programmatically viable. The proposal was deemed fundable, and DPH recommends the award of the new agreement to AHF as a result of the solicitation process.

On April 8, 2011, AHF was informed of DPH's funding recommendation. Completion of contract

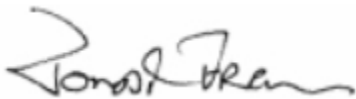
negotiations was extended due to a need to revise and streamline protocols to determine the extent of MSS to be covered under Ryan White (RW), the service utilization review process, and referral mechanisms for accessing MSS. Further delays resulted pending the determination of how MSS for current RW patients migrating to HWLA will be provided and coordinated. Based on an agreement between DPH, DHS, and AHF, patients in need of MSS will access these services through the specialty network developed by AHF for the RWP system of care, which has been included in this agreement and will be managed and funded by DHS.

Upon your Board's approval of the new MSS agreement with AHF, DPH will terminate for convenience AHF's existing MSS agreement for the period of March 1, 2012 through February 28, 2013.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow DPH to award a new agreement for the provision of a variety of medical subspecialty services to improve the quality of life for people living with HIV and AIDS in Los Angeles County.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:MJP:jl  
#02267

Enclosures

c: c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
MEDICAL SUBSPECIALTY SERVICES AGREEMENT**

**TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>Page</u>
Recitals.....	1
1. Term.....	4
2. Description of Services.....	5
3. Nonexclusivity.....	5
4. Maximum Obligation of County.....	5
5. Compensation.....	6
6. Billing and Payment.....	7
7. Funding/Services Adjustments and Reallocation.....	16
8. Budget Reductions.....	18
9. County's Obligation for Future Fiscal Years.....	18
10. No Payment for Services Provided Following Expiration/Termination of Agreement.....	19
11. Indemnification.....	19
12. General Provisions for all Insurance Coverages.....	19
13. Insurance Coverage Requirements.....	26
14. Assignment and Delegation .....	28
15. Subcontracting.....	29
16. Compliance with Applicable Law.....	32
17. Compliance with Civil Rights Law.....	32
18. Additional Provisions .....	33
19. Construction.....	33
20. Conflict of Terms .....	33
21. Alteration of Terms .....	33
22. Quality Management .....	33
23. Quality Management Plan.....	34
24. Quality Management Program Monitoring .....	37
25. Contractor's Offices.....	38
26. Notices .....	38

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
MEDICAL SUBSPECIALTY SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2012.

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

AIDS HEALTHCARE FOUNDATION  
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon  
County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's  
Board of Supervisors to appoint a County Health Officer, who is also the Director of  
County's Department of Public Health, to prevent the spread or occurrence of  
contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, County has established Division of HIV and STD Programs  
(hereafter "DHSP") under the administrative direction of County's Department of Public  
Health (hereafter "DPH"); and

WHEREAS, County's DHSP is responsible for County's AIDS programs and  
services; and

WHEREAS, the term "Director" as used herein refers to County's Director of  
DPH or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and  
otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any Federal program whereby Federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic Assistance Number 93.914; which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds; and

WHEREAS, it is established by virtue of County's receipt of grant funds under the federal and State that County is one of the local areas hardest "hit" by the AIDS epidemic; and

WHEREAS, funds received under the Ryan White Program programs and services will be utilized to supplement, not supplant, State, federal, or local funds made available in the year for which funding is awarded to provide HIV-related services to individuals with HIV disease; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of Care; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor must actively collaborate and recruit medical specialty referrals from Ambulatory Outpatient Clinics (AOMs) and;

WHEREAS, as a recipient of Ryan White Program funds, Contractor's referrals to and from organizations must be noted and tracked in the DHSP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to comply with, submit to, and abide by all federal, State, and County rules, regulations, policies, and procedures of the funding source, governing administration, and fiscal authorities, and all laws issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, Contractor is familiar with the Ryan White Program programs and services, incorporated herein by this reference, and its intent to improve the quality, availability, coordination, efficiency and organization of care, treatment, and support services for HIV infected individuals and families; and

WHEREAS, it is established by virtue of the Ryan White Program programs and services that client and patient are used interchangeably throughout this Agreement; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide HIV/AIDS Medical Sub-Specialty (MSS) services for compensation, as set forth herein; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and



WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence September 1, 2012 and continue in full force and effect through February 28, 2015.

The Agreement has been authorized for three (3) contract terms with a two (2)-year optional renewal through February 28, 2017. The renewal option will be at the sole discretion of the Director of Public Health or his designee. Continued funding beyond the initial term will be dependent upon Contractor performance and the availability of funding.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party. Further, County may also suspend the performance of services hereunder, in whole or in part, and with or without cause, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide the services described in Exhibit(s) and Schedule(s), and all attachments to those exhibits, attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

3. NONEXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period of date of September 1, 2012 through February 28, 2013, the maximum obligation of County for all services provided hereunder shall not exceed Seven Hundred Thirty-Four Thousand, Seven Hundred Twenty-Two Dollars (\$734,722).

Such maximum obligation is comprised entirely of DHHS, Health Resources and Services Administration (HRSA) Ryan White Program (RWP), Part A funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

B. During the period of March 1, 2013 through February 28, 2014, the maximum obligation of County for all services provided hereunder shall not

exceed One Million, Four Hundred Sixty-Nine Thousand, Four Hundred Forty-Three Dollars (\$1,469,443).

Such maximum obligation is comprised entirely of DHHS, HRSA, RWP, Part A funds. This sum represents the total maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

C. During the period of March 1, 2014 through February 28, 2015, the maximum obligation of County for all services provided hereunder shall not exceed One Million, Four Hundred Sixty-Nine Thousand, Four Hundred Forty-Three Dollars (\$1,469,443).

Such maximum obligation is comprised entirely of DHHS, HRSA, RWP, Part A funds. This sum represents the total maximum obligation of County as shown in Schedule 3, attached hereto and incorporated herein by reference.

D. During the period of September 1, 2012 through December 31, 2013, the maximum obligation for all services under the Healthy Way Los Angeles (HWLA) portion of this agreement shall not exceed Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Seven Dollars (\$666,667).

Such maximum obligation is comprised entirely of DHS HWLA funds. This sum represents the total maximum obligation of County as shown in Schedule 4, attached hereto and incorporated herein by reference.

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1, 2, 3 and 4, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost

reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. BILLING AND PAYMENT: Where applicable, County shall compensate Contractor services hereunder on a fee-for-service, cost and/or modified cost reimbursement at the set fee-for-service rate(s), actual reimbursable net costs and/or any combination thereof incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the Medical Specialty Services actual reimbursable net cost schedule attached hereto.

(1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the schedule(s) for the corresponding exhibit(s) attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted

pursuant to the BILLING AND PAYMENT Paragraph of this Agreement.

To the extent that there have been lesser payments for services under this Agreement, the resultant savings may be used to pay for prior or future monthly billings for services in excess of the maximum monthly payment in County's sole discretion.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.

(4) If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for actual costs

B. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this BILLING AND PAYMENT Paragraph, an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of

stated actual net costs" shall mean a stated actual net costs for which Contactor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County's payment than those units of service, then Contractor shall repay County the difference immediately upon request or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

C. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

D. In no event shall County be required to pay Contractor for units of services and/ or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or

which are covered by funding from other governmental contracts, agreements or grants.

E. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.

F. In the event that Contractor's actual cost for a unit of service are less than fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual costs only.

G. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

H. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

I. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report, or data is incomplete in accordance with

requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, ADDITIONAL PROVISIONS, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report



settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

J. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

K. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least ninety (90) days at any point during the term of the contract in this Agreement.

L. Funds received under the Ryan White Program will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

M. Contractor Expenditure Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditures reductions, Contractor agrees that Director may cancel this Agreement, with or without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, ALTERATION OF TERMS of this Agreement, Director, may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via

an Administrative Amendment, as mutually agreed to and executed by the parties therein.

N. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

O. Clients/Patients: In the event of termination or suspension of this Agreement, Contractor shall:

(1) If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director before any transfer or referral is completed, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

(2) Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

(3) Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

P. Provide County's DHSP within thirty (30) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder

Q. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to DHSP, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In

preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

#### **7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:**

A. Upon Director's specific written approval, County may increase or decrease the funding or reallocate funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, up to twenty-five percent (25%) above or below each term's annual base maximum obligation and make corresponding service adjustments, as necessary, based on the following: (1) if additional monies are available from federal, State, or County funding sources; (2) if a reduction of monies occur from federal, State, or County funding sources; and/or (3) if County determines from reviewing Contractor's records of service delivery and billings to County that a

significant underutilization of funds provided under this Agreement will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source, following the provision of written notice from Director, or his/her designee, to Contractor. Reallocation of funds in excess of the aforementioned amount shall be approved by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds to an Exhibit, Schedule, and/or Budget category in this Agreement shall be effectuated by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

8. BUDGET REDUCTIONS: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provisions of this Agreement, County shall not be obligated by any activity or services performed hereunder, or by any provisions of this Agreement, during any of County's fiscal year (July 1 – June 30) unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30<sup>th</sup> of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date. If for any reason funding to this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.

10. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor acknowledges that no services shall be provided beyond the expiration date of this Agreement even if such services were requested by County. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

11. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 12 and 13 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in



addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or sub-contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand (\$50,000) Dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be delivered to:

County of Los Angeles, Department of Public Health  
Contract Monitoring Division  
5555 Ferguson Drive, Suite 210  
City of Commerce, California 90022

Attention: Division Chief

County of Los Angeles, Department of Public Health  
Division of HIV and STD Programs  
600 South Commonwealth Avenue, 10th Floor  
Los Angeles, California 90005

Attention: Contract Administration Division, Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit files against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s) rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this

Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Subcontractors Insurance Coverage Requirements: Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination, or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability: Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party. The policy also shall be endorsed to provide media liability coverage for claims arising out of Contractor's placement of print and audiovisual media. Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability: Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 Million per accident.

If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease – Policy Limit:	\$1 Million
Disease – Each Employee:	\$1 Million

D. Professional Liability /Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 Million per claim and \$3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

E. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment,



investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

14. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any

entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

15. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, who shall be licensed as appropriate for provision of subcontract services, and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract

amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

E. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract

at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS, and ALTERATION OF TERMS Paragraphs of the body of this Agreement, and all of the provisions of the ADDITIONAL PROVISIONS attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

H. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

16. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement..

B. Contractor shall indemnify, defend, and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

17. COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

18. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

19. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

20. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement (including its Additional Provisions), and that of any of any Exhibit(s), Attachment(s), Schedule(s) and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

21. ALTERATION OF TERMS: The body of this Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

22. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines),

State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the medical director or executive director of the program;
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;
- C. Focus on linkages to Medical Specialty Services and follow up;
- D. Track client perception of their health and effectiveness of the service received through satisfaction survey tools approved by DHSP;
- E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

23. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop one (1) agency-wide QM plan that encompasses all HIV/AIDS care services. Contractor shall submit to DHSP within sixty (60) days of the receipt of this fully executed Agreement, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by DHSP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components:

- A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.
- B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at

minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three (3) clinical and/or performance indicators, two (2) of which shall be selected from a list of DHSP approved QM indicators. Contractor may select other aspects of care or treatment as its third clinical/performance indicator or select from the DHSP approved list of QM indicators. The DHSP approved QM indicator list is attached as Attachment 2.

In addition, the agency can measure other aspects of care and services as needed.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or other aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.



(3) Data Analysis – Contractor shall routinely review and analyze clinical/performance indicator monitoring results at the QM committee.

The findings of the data analyses shall be communicated with all program staff involved.

(4) Improvement Strategies - QM committee shall identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback shall include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care issues identified. The information shall be made available to DHSP staff during program reviews.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to DHSP Executive Office,

upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to DHSP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events reported shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) In addition, a written report containing the information specified shall be submitted to appropriate agency and DHSP immediately following the occurrence of such event. Information provided shall include the following:

(a) Client's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

24. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, DHSP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as

the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

- A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);
- B. Implementation of QM Program;
- C. Client Feedback Process;
- D. Client Grievance Process;
- E. Incident Reporting.

25. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at: 6255 West Sunset Boulevard, 21<sup>st</sup> Floor, Los Angeles, California 90028. Contractor's primary business telephone number is (323) 860-5200 and facsimile/FAX number (323) 962-8513. Contractor shall notify in writing County's DHSP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's DHSP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

26. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the

person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County:        1.        Department of Public Health  
Division of HIV and STD Programs  
600 South Commonwealth Avenue  
10<sup>th</sup> Floor  
Los Angeles, California 90005

Attention: Director

2.        Department of Public Health  
Contracts and Grants Division  
313 North Figueroa Street  
6<sup>th</sup> Floor West  
Los Angeles, California 90012

Attention: Chief

To Contractor:        AIDS Healthcare Foundation  
6255 West Sunset Boulevard  
21<sup>st</sup> Floor  
Los Angeles, California 90028

Attention: President

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D., MPH  
Director and Health Officer

\_\_\_\_\_  
AIDS HEALTHCARE FOUNDATION  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
JOHN F. KRATTLI  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

BL#02267:jlh

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
MEDICAL SUBSPECIALTY SERVICES EXHIBIT**

**TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>Page</u>
1. Description .....	1
2. Persons to be Served.....	2
3. County's Maximum Obligation .....	2
4. Compensation.....	2
5. Service Delivery Site(s).....	3
6. Services to be Provided.....	3
7. Additional Service Requirements.....	8
8. Staff Requirements.....	10
9. Staff Development and Training Requirements.....	11
10. Administrative Supervision.....	12
11. Contractor's Program Director, Medical Subspecialty Services (MSS).....	13
12. Program Records.....	13
13. Contractor's Subcontract/Consultant Requirements.....	14
14. Subcontractor/Consultant Agreement.....	14
15. Reports.....	15
16. Equipment Purchase.....	16
17. County Data Management System.....	16
18. Annual Tuberculosis Screening for Staff.....	17
19. Emergency and Disaster Plan.....	17
20. Emergency Medical Treatment.....	18
21. People With HIV/AIDS Bill of Rights and Responsibilities.....	18
22. Review and Approval of HIV/AIDS-Related Materials.....	19
23. County's Commission on HIV.....	21
24. Hours of Operation.....	21
25. Ryan White Service Standards.....	22
26. Cultural Competency.....	27

**EXHIBIT A**

**AIDS HEALTHCARE FOUNDATION**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
MEDICAL SUBSPECIALTY SERVICES**

1. DESCRIPTION: HIV/AIDS Medical Sub-Specialty (MSS) services are evidence-based medical services delivered to persons with HIV/AIDS by referral to a medical subspecialist. Patients shall be in need of medical subspecialty services due to complications of HIV/AIDS disease. Clients receiving subspecialty services shall not be covered by Medicare, Medi-Cal, managed care programs, or private insurance.

HIV/AIDS MSS services are culturally and linguistically appropriate diagnostic and therapeutic medical services provided by a licensed physician and/or surgeon who is board certified or board eligible in his or her respective medical specialty and/or subspecialty. Such medical subspecialties include, but are not limited to the services identified on Attachment 3, DHSP Medical Specialty Referral Overlay Criteria. Referral to a Registered Dietician (RD) may be appropriate for nutritional counseling. All health services provided under this RFP should be in accordance with Department of Health and Human Services (DHHS) HIV Treatment Guidelines ([www.aidsinfo.nih.gov](http://www.aidsinfo.nih.gov)) and the Los Angeles County Commission on HIV Standards of Care. Contractors' clinical staff must have the appropriate training, expertise and certifications to provide quality clinical HIV medical care to HIV positive patients. Clinical and support staff should have access to ongoing training and clinical education in HIV care management.

2. PERSONS TO BE SERVED: Medical Sub-Specialty (MSS) services shall be provided to all Ryan White Program (RWP) eligible clients served by Los Angeles County-Department of Public Health (LAC-DPH) funded medical outpatient clinics. Such clients shall be indigent persons with HIV/AIDS residing within Los Angeles County and in need of MSS services relative to their HIV disease. Further, such persons' medical care shall not be currently covered by Medicare, Medi-cal, managed care program, or other private insurance.

3. COUNTY'S MAXIMUM OBLIGATION:

A. During the period of date of September 1, 2012 through February 28, 2013, the maximum obligation of County for all services provided hereunder shall not exceed Seven Hundred Thirty-Four Thousand, Seven Hundred Twenty-Two Dollars (\$734,722).

B. During the period of March 1, 2013 through February 28, 2014, the maximum obligation of County for all services provided hereunder shall not exceed One Million, Four Hundred Sixty-Nine Thousand, Four Hundred Forty-Three Dollars (\$1,469,443).

C. During the period of March 1, 2014 through February 28, 2015, the maximum obligation of County for all services provided hereunder shall not exceed One Million, Four Hundred Sixty-Nine Thousand, Four Hundred Forty-Three Dollars (\$1,469,443).

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1, 2, and



3, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

5. SERVICE DELIVERY SITE(S): Contractor's facilities where services are to be provided hereunder are located at: 1001 North Martel Avenue Los Angeles California 90046-6611.

Contractor shall request approval from Division of HIV and STD Programs (DHSP) in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

A memorandum of understanding shall be required for service delivery site(s) on location(s) or property(ies) not owned or leased by Contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.

6. SERVICES TO BE PROVIDED:

A. Contractor shall provide comprehensive, up-to-date HIV/AIDS MSS services to Ryan White eligible clients. The participating Medical Outpatient agency providing the request for a MSS consultation shall include proof of client eligibility with the referral form. It is the responsibility of the Contractor to ensure that this information is included before considering the referral. This documentation should be kept on file with the referral at the Contractor's site.

Such services shall be client centered and in accordance procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, current nursing practice in the field of HIV/AIDS based on the "Department of Human Services" Guidelines for the use of Antiretroviral Agents in HIV-infected Adults and Adolescents. CDC Sexually Transmitted Disease Treatment Guidelines. Guidelines for Preventing Opportunistic Infections Among HIV-infected Persons 2002 and the Journal for Medical Association's (JAMA), Antiretroviral Drug Resistance Testing in Adult HIV-1 Infection, as they currently exist or as they are updated in the future, the terms of this Agreement, and in accordance with the Resistance Testing Program Protocol as developed and updated by, and provided to Contractor by DHSP. As a component of care, Contractor shall ensure targeted cultural sensitivity and linguistic competency in providing services.

B. Contractor shall administer a network of MSS services consistent with County HIV Standards of Care.

C. Contractor shall establish and maintain written agreements, contracts or memoranda of understanding (MOU), with various MSS providers to furnish referred clients with the necessary diagnostic and therapeutic medical subspecialty services. Such agreements shall contain provisions for communication, both verbal and written, between the referring primary physician and the consulting physician specialist.

D. Contractor shall develop, implement, and revise as necessary a clinical review protocol and utilization process managed by a California-licensed physician to ensure proper referrals and review of referrals. Protocols shall be reflective of the needs of clients including a mechanism for handling complaints from clients and Medical Outpatient Programs (MOP). The Contractor shall have a formal, culturally competent procedure to handle grievances and complaints. Protocol shall detail how the Contractor handles denials internally. Protocol shall include a provision that allows DHSP's Medical Director or his/her designee to review denied appeals from a MOPs within seven (7) business days. Contractor shall submit procedures and protocols to DHSP thirty (30) days prior to contract implementation. Any revisions to the procedures and protocols must be submitted for review and approval by DHSP at least thirty (30) days prior to implementation. Contractor shall develop MOUs with each participating MOP. The MOU shall detail the process for requesting referrals to MSS including how the MOP can appeal a denial of MSS referral request.

E. Contractor shall be responsible for ensuring that each participating MOP location (including AHF providers) has MSS Prior Authorization Referral Forms, which are used as a first step in requesting a MSS referral for clients.

F. Contractor shall provide MSS referrals to participating MOPs with the appropriate medical subspecialist within five (5) business days depending on the client's diagnosis and urgency of service need. Urgent referrals must be reviewed

within twenty four (24) hours and a decision rendered within forty eight (48) hours.

G. Contractor shall provide the MOP with the decision rendered via secure fax or HIPAA-compliant confidential email.

H. Contractor shall be responsible for scheduling the MSS appointment.

I. Contractor shall assure that appointments for urgent referrals are made within two weeks or sooner as medically indicated from date of approval.

J. Contractor shall assure that subcontractors performing Medical Subspecialty Services are licensed in California and board certified or board eligible in the respective subspecialty. Contractor shall orientate all new MSS providers to program policies and procedures.

K. Contractor shall develop written policies and procedures detailing the process for credentialing all MSS contractors including re-credentialing at least once every three (3) years. Contractor shall develop written policies detailing how MSS providers with more than three (3) complaints or grievances will be addressed.

L. Contractor shall negotiate a fee-for-service rate for Medical Subspecialty services that is standardized at no more than 100% of Medicare reimbursement rate for each visit type and/or procedure.

M. Contractor shall coordinate and consult with the participating physician from the referring MOP when necessary. Provision of a written evaluation from

the physician shall be provided to clinic within two weeks of consultation with patient.

N. Contractor shall demonstrate implementation of a plan providing all MOPs in Los Angeles County equal access to medical subspecialty referrals, regardless of the MOP referring site. Contractor shall ensure appropriate geographic coverage of MSS providers to facilitate easy access for clients. Contractor shall work with each MOP site to incorporate, when appropriate, MSS providers recommended by the MOP site.

O. Contractor will hold a group meeting for referring MOPs providers on a quarterly basis to review and obtain input on issues of quality, outcomes and patient access, and will incorporate the resulting feedback into its quality assurance and improvement process. Contractor shall meet initially with each individual referring MOP to familiarize the MOP with the MSS. Contractor shall meet individually with a referring MOP if special issues arise that are not appropriate to address at the general meeting. In addition, Contractor shall add qualified MSS providers at the recommendation of the MOPs to help expand the network in responsive ways for Ryan White eligible clients throughout LA County.

P. Contractor shall work with DHSP and the Department of Health Services (DHS) to develop a list of MSS that can be provided by the Contractor to DHS providers. These MSS shall be services that are more efficiently provided by the Contractor than by DHS.

Q. Contractor shall develop promotional materials, including a MOP provider manual detailing the process of obtaining MSS, and a promotional plan to promote MSS for participating MOPs. The Contractor shall submit the plan and materials thirty (30) days after the implementation of the contract.

R. Contractor shall demonstrate recruitment and retention of qualified medical subspecialist subcontractors. Contractor shall provide County a staff retention policies and procedures plan within thirty (30) days of the anticipated Contract effective date of the Agreement.

S. Contractor shall track the timeliness of referral processed and appointments made using internal reports that capture date of the specialty request from the clients' primary care provider, date the authorization was given, date(s) of the specialty visit(s), and date the specialty report was transmitted to the MOP.

T. Contractor shall comply with County MSS referral activity reporting requirements under a timeline defined by DHSP.

7. ADDITIONAL SERVICE REQUIREMENTS: In a satisfactory and proper manner as determined by County, Contractor shall perform functions and services to achieve the following objectives.

A. To administer a network of subspecialty care;

B. To provide medical subspecialty consultations in SPAs 2-8 to eligible clients, referred from MOP agencies' clients throughout Los Angeles County;

C. To ensure clients have equal access to medical specialty referrals and appointments regardless of agency affiliation or geographic location;

D. To accurately and completely report all medical subspecialty referrals into the specified County electronic data reporting system;

E. Develop and implement a plan to involve LAC/DPH funded medical outpatient provider agencies within SPAs 2-8 in the medical subspecialty referral program;

F. Recruit and retain medical subspecialty providers including, but not limited to:

- (1) Cardiology;
- (2) Colo-rectal / Proctology
- (3) Dermatology;
- (4) Ear, Nose, and Throat (ENT);
- (5) Endocrinology;
- (6) Hepatology;
- (7) Gastroenterology;
- (8) General Surgery
- (9) Gynecology
- (10) Neurology;
- (11) Nephrology
- (12) Ophthalmology;
- (13) Oncology;

- (14) Orthopedics;
- (15) Pain Management
- (16) Pulmonary;
- (17) Podiatry;
- (18) Rheumatology;
- (19) Urology.

G. Provide limited diagnostic imaging to include but not limited to:

- (1) Ultrasound;
- (2) Echocardiography;
- (3) Computer Assisted Tomography (CT);
- (4) Magnetic Resonance Imaging (MRI);
- (5) Dual Energy X-ray Absorptiometry (DEXA) Bone Scan.

H. Provide any specific laboratory testing/assays ordered by the medical specialist as required to assist in diagnosis, treatment or prevention related to the MSS referral. These tests must be ordered by the MSS provider. Refer to Attachment 3. DHSP Medical Specialty Referral Overlay Criteria for additional information.

#### 8. STAFF REQUIREMENTS:

A. Medical Specialty providers shall possess the skills; experience, education, and licensing qualifications appropriate for the provision of HIV/AIDS medical specialty treatment services.



B. County has the absolute right to approve or disapprove all of Contractor's staff/personnel performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Program Director. Contractor shall remove and replace any personnel performing services under this Agreement within thirty (30) days of the written request of the County. Contractor shall send County written confirmation of the removal of the personnel in question.

C. Contractor must provide County with a roster of all administrative and program staff, including titles, degree(s) and contact information within thirty (30) days of the effective date of the contract.

D. Contractor shall assign a sufficient number of employees to perform the required work. At least one (1) employee on site shall be authorized to act for Contractor in assuring compliance with contractual obligations at all times.

E. Contractor shall provide appropriate clinical supervision for mid level/allied health practitioners such as physician assistants, nurse practitioners, advance practice nurses, and for medical subspecialty services staff.

F. Contractor shall ensure that an annual performance evaluation is completed on all staff paid on this Agreement.

9. STAFF DEVELOPMENT AND TRAINING REQUIREMENTS:

A. Contractor shall assure that all new employees and staff receive appropriate DHSP or State of California approved training as well as continuing

in-service training for all employees mandated by the terms and conditions of the Agreement and or ADDITIONAL PROVISIONS.

B. Contractor shall provide training programs for all new employees and continuing in-service training for all employees performing services under this contract.

C. All employees shall be trained in their assigned tasks and in the safe handling of equipment as applicable when performing services under this contract. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

10. ADMINISTRATIVE SUPERVISION: Contractor shall provide administrative oversight of medical specialty services. Contractor shall conduct regular reviews of client records to ensure that all required documentation is completed properly in a timely manner and secured within client records. Client record reviews shall include, but not be limited to, the following required documentation.

A. Checklist of required documentation signed and dated by the individual conducting the review of psychiatric client records.

B. Written documentation identifying steps to be taken to rectify missing or incomplete documentation of resolution of required documentation omission

C. The administrative supervisor shall periodically review the required documentation.

11. CONTRACTOR'S PROGRAM DIRECTOR, MEDICAL SUB-SPECIALTY

SERVICES (MSS):

A. MSS Contractor shall provide a Program Director, MSS and designated alternate within thirty (30) days from the effective date of the contract. County must have access to the Program Director, MSS during normal business hours (8:30AM – 5:30PM), Monday through Friday and/or as required by contractual needs. Contractor shall provide a telephone number where the Program Director may be reached during required hours.

B. The Program Director, MSS, shall be one of the following: Registered Nurse under the supervision of a licensed Physician, Physician Assistant, Nurse Practitioner or Physician with a minimum of two (2) years experience in HIV/AIDS care.

C. The Program Director, MSS shall act as a central point of contact with the County.

D. Program Director, MSS/alternative shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement.

12. PROGRAM RECORDS: Contractor shall maintain client program records as follows:

A. Each client record shall include:

B. Adequate documentation of all HIV/AIDS medical specialty services, provided for each client, in sufficient detail to permit an evaluation of such

services. All required documentation shall be maintained within each client record and shall include, but not be limited to:

- (1) All referral forms from MOP provider,
- (2) Any supporting documentation related to the referral,
- (3) All Medical Specialist reports including laboratory results related to the referral,
- (4) Documentation of the appeals process if appropriate.

13. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

A. County has the absolute right to approve or disapprove all of Contractor's subcontractor/consultants performing work hereunder and any proposed changes in sub-contractor.

B. Contractor shall obtain approval of DHSP Director prior to signing any subcontractor/consultant agreement and shall give DHSP Director thirty (30) days prior notice to review proposed subcontract or consultant agreement.

14. SUBCONTRACTOR/CONSULTANT AGREEMENT:

A. Contractor shall adhere to this provision, and those of the Contract and ADDITIONAL PROVISIONS, for all subcontractor/consultant agreements entered

into for the provision of services under this Contract. The proposed subcontractor/consultant agreement must include, but is not limited to:

- (1) Name of the subcontractor/consultant;
- (2) Period of performance;
- (3) Description of activities that support the goals and objectives of the contract;
- (4) An evaluation mechanism and itemized budget.

B. DHSP Subcontractor shall remove and replace personnel performing services under this Agreement within thirty (30) days of the written request of the County. Contractor shall send County written confirmation of the removal of the personnel in question.

C. Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant service.

15. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by DHSP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for medical

specialty services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Division of HIV and STD Programs, 600 South Commonwealth Avenue, 10<sup>th</sup> Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Semi-annual Reports: As directed by DHSP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format.

C. Annual Reports: As directed by DHSP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format.

D. As directed by DHSP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

16. EQUIPMENT PURCHASE: All equipment to be reimbursed by this agreement must be pre-approved by the DHSP. Equipment purchase applies to the Contractor and any subcontractors. The justification for the purchase should include how many clients will benefit from the purchase of the equipment during each budget period. For the purchase of this agreement, Equipment is defined as an item with a unit cost of Five Thousand Dollars (\$5,000) or more and a life expectancy of four (4) or more years.

17. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register client's demographic/resource data, enter service

utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to standardize reporting, importing efficiency of billing, support program evaluation processes, and to provide DHSP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all data submission requirements.

18. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit B, "Guidelines for Staff Tuberculosis Screening", of this Agreement. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

19. EMERGENCY AND DISASTER PLAN: Contractor shall submit to DHSP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and

work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

20. EMERGENCY MEDICAL TREATMENT: Contractor shall ensure that a policy is in place to ensure that clients receiving MSS who require emergency medical treatment while at the MSS provider for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall ensure that MSS subcontractors have a written policy(ies) for the subcontractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the subcontractor's staff. Copy(ies) of such written policy(ies) shall be sent to County's Department of Public Health, Division of HIV and STD Programs, Office of the Medical Director.

21. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit C, "People with HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights") document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all Care Services provider sites, and disseminate it to all clients/patients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.



If Contractor chooses to adapt this "Bill of Rights" document in accordance with Contractor's own document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

22. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

A. Contractor shall obtain written approval from DHSP's Director or designee for all program administrative, educational materials and promotional associated documents utilized in association with this Agreement prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.

B. All DHSP funded program must comply with all federal, State, County and local regulations regarding HIV/AIDS-related educational materials.

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP's latest Material Review Protocol available at <http://publichealth.lacounty.gov/aids/materialsreview.htm>

D. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administrative materials and promotional associated documents must be submitted thirty (30) days prior to intended use or

as outlined in the Exhibit, Scope of Work (SOW). Educational materials must be submitted sixty (60) days prior to intended use or as outlined in the SOW.

E. For the purposes of this Agreement, program administrative, educational materials and promotional associated documents may include, but are not limited to:

- (1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature;
- (2) Audiovisual materials (e.g., films, videotapes);
- (3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).
- (4) Confidentiality agreement form;
- (5) Data collection forms;
- (6) Commitment forms;
- (7) Policies and procedures for services provided;
- (8) Protocols;
- (9) Promotional flyers and posters
- (10) Sign in sheets;
- (11) Consent forms, and
- (12) Individual service plan/Assessment/Progress note forms

F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Materials that

contain certain types of information including but not limited to: statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-submission, as a letter to DHSP's Director detailing the updated information shall suffice.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by Contractor or otherwise, in whole or in part is credited to the funding source as follows: "This project was supported by funds received from the Division of HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration."

23. COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website <http://www.hivcommission-la.info/> and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County.

24. HOURS OF OPERATION: Contractor is required to provide Medical Subspecialty Services during regular business hours, 8:30a.m. through 5:30p.m., on all

weekdays (Monday through Friday) except those designated as holidays as noted below. County may require additional service hours in order to meet specific tasks.

Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; Presidents' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

25. RYAN WHITE SERVICE STANDARDS:

A. Contractor shall maintain materials documenting Consumer Advisory Board's (CAB) activities and meetings: Documentation shall consist of but shall not be limited to:

- (1) CAB Membership;
- (2) Dated meetings;
- (3) Dated minutes;
- (4) A review of agency's bylaws; or
- (5) An acceptable equivalent.

The CAB shall regularly implement and establish:

- (a) Satisfactory survey tool;
- (b) Focus groups with analysis and use of documented results, and/or;
- (c) Public meeting with analysis and use of documented results;
- (d) Maintain visible suggestion box; or

(e) Other client input mechanism.

B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon clients':

- (1) Inability to produce income;
- (2) Non-payment of services;
- (3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but is not limited to:

- (1) Maintaining files of eligibility and clinical policies;
- (2) Maintaining files on individuals who are refused services and the reason for the refusal.

(a) Documentation of eligibility and clinical policies to ensure that they do not:

- (i) Permit denial of services due to pre-existing conditions;
- (ii) Permit denial of services due to non-HIV related conditions (primary care);

(iii) Provide any other barriers to care due to a person's past or present health condition.

D. Contractor shall ensure that its agency's policies and procedures comply with the American with Disabilities Act (ADA) requirements. These requirements shall include but is not be limited to:

- (1) A facility that is handicapped accessible;
- (2) Accessible to public transportation;
- (3) Provide means of transportation, if public transportation is not accessible;
- (4) Transportation assistance.

E. Contractor shall develop and maintain files documenting agency's activities for promotion of HIV related services to low-income individuals.

Documentation shall include copies of:

- (1) HIV program materials promoting services;
- (2) Documentation explaining eligibility requirements;
- (3) HIV/AIDS diagnosis;
- (4) Low income supplemental;
- (5) Uninsured or underinsured status;
- (6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare, every six (6) months;

(7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA), or State of California, every six (6) months;

(8) Document that all staff involved in eligibility determination have participated in required training;

(9) Ensure that agency's data report is consistent with funding requirements.

F. Contractor shall ensure that its policies and procedures classify veterans who are eligible for Veteran Affairs (VA) benefits. Those classified as uninsured, thus are exempt as veterans from "payor of last resort" requirement.

G. Contractor shall develop and maintain approved documentation for:

(1) An employee Code of Ethics;

(2) A Corporate Compliance Plan (for Medicare and Medicaid providers);

(3) Bylaws and policies that include ethics standards or business conduct practices.

H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment. Documentation shall be maintained on file, including but is not limited to:

(1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and

(2) Safe Harbor Laws.

I. Contractor shall maintain accurate records concerning the provision of behavioral health care services.

(1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

- (a) Awarding contracts;
- (b) Referring Clients;
- (c) Purchasing goods or service;
- (d) Submitting fraudulent billing;

(2) Contractor shall maintain and develop adequate written policies and procedures that discourage:

- (a) Hiring of persons with a criminal record
- (b) Hiring of persons being investigated by Medicare or Medicaid;
- (c) Exorbitant signing packages or large signing bonuses;
- (d) Premiums or services in return for referral of consumers;
- (e) Induce the purchase of items or services; and/or
- (f) Use of multiple charge masters or payment schedules:
  - (i) Self paying clients;
  - (ii) Medicare/Medicaid paying clients; or
  - (iii) Personal or private insurance companies.

J. Contractor shall develop an anti-kickback policy to include but is not limited to:



- (1) Implications;
- (2) Appropriate uses; and
- (3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statutes, as well as the “Physician Self –referral Law” or similar regulations.

K. The following activities are prohibited by law and shall not be engaged in by Contractor:

- (1) Making any statement of any kind in claim for benefits which are known or should have been known to be false;
- (2) Retain funds from any program for services not eligible;
- (3) Pay or offer to pay for referral of individuals for services;
- (4) Receive any payment for referral of individual for services;
- (5) Conspire to defraud entitlement programs or other responsible employee or contractors;
- (6) In any way prevent delay or delay communication of information or records;
- (7) Steal any funds or other assets.

L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

26. CULTURAL COMPETENCY: Program staff should display non-judgmental, culture-affirming attitudes. Program staff should affirm that clients of ethnic and

cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

**SCHEDULE 1**  
**AIDS HEALTHCARE FOUNDATION**  
**HIV/AIDS MEDICAL SUBSPECIALTY SERVICES**

Budget Period  
September 1, 2012  
through  
February 28, 2013

Salaries	\$ 115,898
Employee Benefits	\$ 23,562
Travel	\$ 0-
Equipment	\$ 0-
Supplies	\$ 0-
Other Costs	\$ 3,758
Consultants/Contractual	\$ 575,398
Indirect Cost*	<u>\$ 16,106</u>
<b>TOTAL PROGRAM BUDGET</b>	<b>\$ 734,722</b>

Cost Reimbursement Rate is based on Medicare/Medi-Cal rate as they currently exist or as the rates are modified in the future. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses.

**SCHEDULE 2**  
**AIDS HEALTHCARE FOUNDATION**  
**HIV/AIDS MEDICAL SUBSPECIALTY SERVICES**

	<u>Budget Period</u> March 1, 2013 through <u>February 28, 2014</u>
Salaries	\$ 231,796
Employee Benefits	\$ 47,124
Travel	\$ 0-
Equipment	\$ 0-
Supplies	\$ 0-
Other Costs	\$ 7,516
Consultants/Contractual	\$1,150,795
Indirect Cost*	<u>\$ 32,212</u>
<b>TOTAL PROGRAM BUDGET</b>	<b>\$1,469,443</b>

Cost Reimbursement Rate is based on Medicare/Medi-Cal rate as they currently exist or as the rates are modified in the future. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses.

**SCHEDULE 3**  
**AIDS HEALTHCARE FOUNDATION**  
**HIV/AIDS MEDICAL SUBSPECIALTY SERVICES**

	<u>Budget Period</u> March 1, 2014 through <u>February 28, 2015</u>
Salaries	\$ 231,796
Employee Benefits	\$ 47,124
Travel	\$ 0-
Equipment	\$ 0-
Supplies	\$ 0-
Other Costs	\$ 7,516
Consultants/Contractual	\$1,150,795
Indirect Cost*	<u>\$ 32,212</u>
TOTAL PROGRAM BUDGET	\$1,469,443

Cost Reimbursement Rate is based on Medicare/Medi-Cal rate as they currently exist or as the rates are modified in the future. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses.

**SERVICE DELIVERY SITE QUESTIONNAIRE****AIDS HEALTHCARE FOUNDATION****SERVICE DELIVERY SITES****TABLE 1**Site# 1 of 1

1	Agency Name:	AIDS Healthcare Foundation		
2	Executive Director:	Michael Weinstein, President		
3	Address of Service Delivery Site:	1001 North Martel Avenue		
		Los Angeles	California	90046-6611

4 In which Service Planning Area is the service delivery site?

1.

<input type="checkbox"/>	One: Antelope Valley	<input type="checkbox"/>	Two: San Fernando Valley
<input type="checkbox"/>	Three: San Gabriel Valley	<input checked="" type="checkbox"/>	Four: Metro Los Angeles
<input type="checkbox"/>	Five: West Los Angeles	<input type="checkbox"/>	Six: South Los Angeles
<input type="checkbox"/>	Seven: East Los Angeles	<input type="checkbox"/>	Eight: South Bay

5 In which Supervisorial District is the service delivery site?

<input type="checkbox"/>	One: Supervisor Molina	<input type="checkbox"/>	Two: Supervisor Ridley-Thomas
<input checked="" type="checkbox"/>	Three: Supervisor Yaroslavsky	<input type="checkbox"/>	Four: Supervisor Knabe
<input type="checkbox"/>	Five: Supervisor Antonovich		

6 Based on the amount of hours to be provided at this site, what percentage of your allocation is designated to this site? 100 %

## SERVICE DELIVERY SITE QUESTIONNAIRE

### AIDS HEALTHCARE FOUNDATION

### CONTRACT GOALS AND OBJECTIVES

**TABLE 2**

**September 1, 2012 through February 28, 2013**

Number of Medical Sub-Specialty (MSS) services Contract Goals and Objective by Service Delivery Site(s). Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

<b>Contract Goals and Objectives</b>	<b>Client</b>	<b>Visits</b>
	No. of Clients	No. of Visits
Site # 1	1,387	3,328
Site # 2		
Site # 3		
Site # 4		
Site # 5		
Site # 6		
Site # 7		
Site # 8		
Site # 9		
Site # 10		
<b>TOTAL</b>	1,387	3,328

## SERVICE DELIVERY SITE QUESTIONNAIRE

### AIDS HEALTHCARE FOUNDATION

#### CONTRACT GOALS AND OBJECTIVES

TABLE 2

**March 1, 2013 through February 28, 2014**

Number of Medical Sub-Specialty (MSS) services Contract Goals and Objective by Service Delivery Site(s). Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Client	Visits
	No. of Clients	No. of Visits
Site # 1	2,773	6,655
Site # 2		
Site # 3		
Site # 4		
Site # 5		
Site # 6		
Site # 7		
Site # 8		
Site # 9		
Site # 10		
<b>TOTAL</b>	2,773	6,655



## SERVICE DELIVERY SITE QUESTIONNAIRE

### AIDS HEALTHCARE FOUNDATION

### CONTRACT GOALS AND OBJECTIVES

TABLE 2

March 1, 2014 through February 28, 2015

Number of Medical Sub-Specialty (MSS) services Contract Goals and Objective by Service Delivery Site(s). Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Client	Visits
	No. of Clients	No. of Visits
Site # 1	2,773	6,655
Site # 2		
Site # 3		
Site # 4		
Site # 5		
Site # 6		
Site # 7		
Site # 8		
Site # 9		
Site # 10		
<b>TOTAL</b>	2,773	6,655

### QM Indicators for Use in Year 23-24 Contracts

Service Category	Measure #	Measure
ADAP	1	Percent of ADAP applications approved or denied for new ADAP enrollment within two weeks of ADAP receiving a complete application in the measurement year.
ADAP	2	Percentage of ADAP enrollees who are reviewed for continued ADAP eligibility two or more times in the measurement year.
AOM/MOP	3	Percentage of pregnant women prescribed ARV during the second and third trimester
AOM/MOP	4	Percentage of patients who had two or more CD4 T-cell counts performed at least 3 months apart
AOM/MOP	5	Percentage of patients who had two or more viral load tests performed at least 3 months apart
AOM/MOP	6	Percentage of patients with CD4 T-cell counts $< 500 \text{ cells/mm}^3$ or an AIDS-defining condition who were prescribed ART
AOM/MOP	7	Percentage of patients with CD4 T-cell count $< 200 \text{ cells/mm}^3$ who were prescribed PCP prophylaxis
AOM/MOP	8	Percentage of patients on ART who were assessed for adherence (and counseled if suboptimal adherence) two or more times in the measurement year
AOM/MOP	9	Percentage of female patients who had PAP screen results documented
AOM/MOP	10	Percentage of patients for whom HCV screening was performed and status documented in chart at least once since the diagnosis of HIV-infection
AOM/MOP	11	Percentage of patients with HIV-infection who received HIV risk counseling within the measurement year
AOM/MOP	12	Percentage of patients with HIV-infection on ART who had a lipid panel
AOM/MOP	13	Percentage of patients who received a referral to a dentist at least once during the measurement year
AOM/MOP	14	Percentage of patients who had at least one test for syphilis performed within the measurement year
AOM/MOP	15	Percentage of patients who received testing with results documented for latent tuberculosis infection (LTBI) in the measurement year with any approved test (tuberculin skin test [TST] or interferon gamma release assay [IGRA])
AOM/MOP	16	Percentage of patients with CD4 count $< 50 \text{ cells/mm}^3$ who received MAC prophylaxis within measurement year
AOM/MOP	17	Percentage of patients with CD4 count $< 50 \text{ cells/mm}^3$ with documented ophthalmology referral within the measurement year
AOM/MOP	18	Percentage of patients who had a test for Chlamydia within the measurement year
AOM/MOP	19	Percentage of adult patients who had a test for gonorrhea within the measurement year
AOM/MOP	20	Percentage of patients who have been assessed for substance use (alcohol and illicit substances) in the measurement year
AOM/MOP	21	Percentage of patients who have had a mental health assessment
AOM/MOP	22	Percentage of patients who have ever been tested for Hepatitis B status and have documented Hep B status in the medical record
AOM/MOP	23	Percentage of patients who completed the vaccination series for Hepatitis B and documentation in chart
AOM/MOP	24	Percentage of patients who ever received screening for <i>Toxoplasma gondii</i> as documented in chart
AOM/MOP	25	Percentage of patients who have received complete dosing regimen (two doses) against Hepatitis A
AOM/MOP	26	Percentage of patients who have ever received a pneumococcal vaccination
AOM/MOP	27	Number of patients who received influenza vaccination within the measurement period

Service Category	Measure #	Measure
AOM/MOP	28	Percentage of patients with HIV and Hepatitis B (HBV) or Hepatitis C (HCV) infection who received alcohol counseling within the measurement year
AOM/MOP	29	Percentage of patients who received tobacco cessation counseling within the measurement year
AOM/MOP	30	Percentage of patients with CD4 count < 50 cells/mm <sup>3</sup> with documented ophthalmology referral within the measurement year
AOM/MOP	31	Left Blank Intentionally
Case Management (CM)	32	Percentage of HIV-infected active CM clients who received an integrated comprehensive care plan within the reporting period.
Case Management (CM)	33	Percentage of HIV-infected active CM clients who had a medical visit at least every 3 months.
Case Management (CM)	34	Percentage of HIV-infected active CM clients who were successfully linked to mental health programs
Case Management (CM)	35	Percentage of HIV-infected active CM clients who were successfully linked to substance abuse programs
Case Management (CM)	36	Percentage of HIV-infected active CMNM clients who were successfully linked to housing programs
Case Management (CM)	37	Percentage of HIV-infected active CMNM clients who were successfully linked to a benefit specialist
Case Management (CM)	38	Percentage of HIV-infected clients who are offered partner services in the reporting period
Case Management, Medical (MCM)	39	Percentage of HIV-infected active MCM clients who had a medical visit at least every 3 months within the reporting period
Case Management, Medical (MCM)	40	Percentage of HIV-infected active MCM clients who had a medical case management care plan documented and updated once every 3 months within a reporting period.
Case Management, Medical (MCM)	41	Percentage of HIV-infected active MCM clients who received an integrated comprehensive care plan within the reporting period.
Case Management, Medical (MCM)	42	Percentage of HIV-infected active MCM clients who adhere to their HIV medication regimen after 3 months of receiving MCM services
CM - Home Based Services	43	Percent of clients who have at least one visit with their primary care provider every 6 months.
CM - Home Based Services	44	Percent of clients who report satisfaction with case management services they received.
Cultural Competency	45	Percentage of staff participation in annual self-assessment of their cultural proficiency.
Hospice and Nursing Facility Services	46	Percent of clients reporting improvement in: (a) control of pain and (b) control of other symptoms noted on intake.
Language Services	47	Percent of trainees are able to pass an exit exam at the conclusion of training.
Language Services	48	Percent of clients report satisfaction with availability and quality of interpreter services they received.
Language Services	49	Percent of agencies that report translated documents are returned within contract required times (30 days unless otherwise negotiated between contractors).
Medical Specialty	50	Percent of incoming client referrals processed within one week.
Medical Specialty	51	Percent of medical specialty reports provided to referring clinic within two (2) weeks of client being seen by specialist.
Medical Specialty	52	Percent of records with type of Medical Specialty service provided documented.
Medical Specialty	53	Percent of medical specialty reports provided to referring clinic within two weeks of client being seen by specialist.
Mental Health – Psychiatric Treatment	54	Percentage of clients who have a baseline psychiatric history performed including psychiatric treatment history, psychiatric hospitalizations and past psychiatric medications

Service Category	Measure #	Measure
Mental Health – Psychiatric Treatment	55	Percentage of clients who had a baseline assessment of dangerousness performed and documented in the clients’ records including history of suicidality and homicidality, as well as well as current suicidal and homicidal ideation or potential.
Mental Health – Psychiatric Treatment	56	Percentage of clients who have at least one medical visit with their primary care provider at least once every six months
Mental Health – Psychiatric Treatment	57	Percentage of clients who were reassessed for ARV status at least once every six months
Mental Health – Psychiatric Treatment	58	Percentage of clients who have a viral load and CD4 count at least once every six months
Mental Health Services - Psychotherapy	59	Percentage of clients who had a psychosocial assessment performed annually and documented in the clients’ records.
Mental Health Services - Psychotherapy	60	Percent of clients had an assessment of current medications performed and documented in the clients’ records as part of the initial assessment.
Mental Health Services - Psychotherapy	61	Percentage clients who have a cognitive assessment performed at least once a year using a Mini Mental Status exam or other appropriate methodology that assesses orientation, registration and recall, attention/calculation and language
Nutrition Support	62	Percent of clients reporting services they received were respectful and appropriate.
Oral Health	63	Percentage of oral health clients who had a health history (initial or updated) at least once in the measurement year.
Oral Health	64	Percentage of oral health clients who had a documented dental treatment plan in the measurement year.
Oral Health	65	Percentage of oral health clients who received oral health education at least once in the measurement year.
Oral Health	66	Percentage of oral health clients who had a periodontal examination at least once in the measurement year.
Oral Health	67	Percentage of clients with a Phase I dental treatment plan that is completed within 12 months of initiation in the measurement year.
Oral Health – Endodontics	68	Percentage of clients who completed a root canal procedure within the measurement year.
Oral Health – Endodontics	69	The ratio of clients who completed a root canal procedure and clients who had an extraction.
Substance Abuse Services	70	Percent of clients who have at least one medical visit with their primary health care provider during the substance abuse treatment period.
Substance Abuse Services	71	Percentage of clients who had an assessment for substance use disorders performed at least once a year that includes history of substance use, identifying first, last and current substance use, as well as type, frequency and route of use.
Substance Abuse Services	72	Percent of clients who have completed their prescribed length of treatment and received the number of individual counseling sessions described in the individual treatment plan.
Substance Abuse Services	73	Percent of clients completing the course of substance abuse treatment described in their individual plan that are successfully referred to the appropriate next level of care.
Transportation	74	Percent of client satisfaction survey conducted at a minimum quarterly, to address the issues of: (1) Passengers are treated respectfully (2) Passengers are picked up in a timely manner (3) Passengers are delivered to correct address.
Transportation	75	Percent of clients surveyed who report satisfaction with the services received.

**DHSP Medical Specialty Referral Overlay Criteria**

This overlay criteria for specialty referrals is intended to serve as a basic guide and does not include all possible cases for appropriate HIV-AIDS related referrals. In situations that are not specifically addressed by this overlay, the Medical Director will make a determination for the appropriateness of the referral based on DHSP contractual agreements, scope of covered services, medical records, peer reviewed medical journals or nationally recognized references in HIV medicine.

<b>Specialty Service</b>	<b>Referral Criteria</b>	<b>Specialty Service Covered Testing &amp; Procedures</b>
1. Colorectal/Proctology	Anal cancer, anal fissures, anal warts, peri-rectal abscesses	Flexible sigmoidoscopy, amofistula repair, I&D, wart removal, biopsy
2 Cardiology	HIV-related cardiac conditions(dilated cardiomyopathy, endocarditis, pericarditis, valvular disease), chest pain suspicious for underlying coronary artery disease	EKG, Echocardiogram and Stress Testing
3. Dermatology	Dysmorphic lipodystrophy, HIV-associated chronic skin lesions refractory to therapy, Kaposi Sarcoma(KS), molluscums, seborrheic dermatitis	Minor procedures, excision, biopsy, Intralesional chemotherapy, Circumscribed radiation therapy for isolated KS if failed Penretin
4. Urology	Recurrent urinary tract infections, voiding dysfunction, hematuria	Cystoscopy, renal ultrasound, prostate biopsy not covered
5. Gastro-Intestinal	Chronic diarrhea, dysphagia and/or odynophagia, esophagitis associated with AIDS opportunistic infections, anorectal disease, GI lymphoma, GI Kaposi Sarcoma, Hepatitis B, Hepatitis C, refractory GERD	EGD, Colonoscopy, Swallow study, esophageal manometry, ERCP, biopsy
6. Surgery	Hernia, abscess, wounds	Hernia repair, I&D, excisional biopsy, wound care, line placement *Must be performed on an outpatient basis.
7. ENT	Head and neck tumors and malignancies, chronic sinusitis, chronic otitis media, chronic pharyngitis, hearing loss related to an HIV-associated condition	Ultrasound guided biopsy, nasopharyngeal endoscope, audiology testing only provided at an ENT office

8. Neurology	AIDS dementia complex, Carpal tunnel syndrome, HIV-associated Neurocognitive Disorders, Neurosyphilis, Vacuolar myelopathy, PML, neurologic manifestations of AIDS opportunistic infections (Cryptococcus, toxoplasmosis, CMV), PML	Nerve conduction study, Lumbar puncture, MRI brain/spine
9. Gynecology	HPV-related cervical cancer, Pelvic Inflammatory Disease, Recurrent Vaginal Yeast Infections	Colposcopy, pelvic ultrasound
10. Oncology	History of Kaposi Sarcoma, Non-Hodgkins Lymphoma, HPV-related cancers (Cervical & Anal), Head & Neck malignancies, liver malignancies, pulmonary, kidney and other solid organ malignancies	Chemo-therapy related injections used to treat covered oncology cases not covered by ADAP, biopsy
11. Pain Management	HIV neuropathy, post herpetic neuralgia, chronic refractory pain related to HIV/AIDS	Nerve conduction study, Epidural injections
12. Nephrology	HIV-associated nephropathy, renal failure resulting from HIV-related conditions,	Renal biopsy Not include Dialysis
13. Endocrine	Adrenal insufficiency, hypogonadism, diabetes, osteoporosis, thyroid disease	Ultrasound-guided biopsy, bone density scan
14 Orthopedic Surgery	Avascular Necrosis, work up for septic joint, outpatient management of HIV-related pathologic fractures	CT, MRI *Joint replacement not covered
15. Podiatry	Diabetic-related foot care and infections	Minor procedures
16. Rheumatology	Septic arthritis, myositis, fibromyalgia, reactive arthritis, vasculitis	Joint aspiration, intra-articular injections
17. Pulmonary	Pulmonary opportunistic infections and related complications	Thoracentesis, CT, CXR, PFT
Additional Covered Outpatient Procedures & Testing when appropriate	CT, MRI, Xrays muscle biopsy, ultrasound, fine needle aspiration, blood tests	

## References:

National Institute of Neurological Disorders  
National Cancer Institute  
HIVinsite.ucsf.edu  
American College of Rheumatology

## EXHIBIT B

### GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

#### INTRODUCTION

Tuberculosis (TB) is a contagious infection in humans transmitted largely by airborne particles containing the TB bacillus, Mycobacterium tuberculosis, produced by a person with the active disease and inhaled into the lungs of a susceptible individual. Infected individuals have a relatively low overall risk (10%) of developing active disease unless they have one of several host deficiencies which may increase this risk. Today, infection with the human immunodeficiency virus (HIV) presents the greatest risk of developing active tuberculosis disease following infection with the TB bacillus. Preventing transmission of tuberculosis and protecting the health of clients, patients, or residents and employees, consultants, and volunteers of HIV/AIDS service providers is the major goal of these guidelines.

These guidelines are based on the current recommendations of the federal Centers for Disease Control (CDC), State Department of Health Services (Tuberculosis Control Program and Office of AIDS), and were developed collaboratively by Los Angeles County - Department of Public Health, Tuberculosis Control Office and the office of AIDS Programs and Policy.

#### POLICY

Agencies with which County contracts to provide HIV/AIDS services in non-clinical settings shall obtain and maintain documentation of TB screening for each employee, consultant, and volunteer. Only persons who have been medically certified as being free from communicable TB shall be allowed to provide HIV/AIDS services.

#### IMPLEMENTATION GUIDELINES

- I. All employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS **and** who have routine, direct contact with clients, patients, or residents shall be screened for TB at the beginning date of employment or prior to commencement of service provision and annually thereafter.
  - A. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months **of the beginning date of employment**, the Contractor may accept certification from that provider that the individual is free from active TB.
  - B. For purposes of these guidelines, "volunteer" shall mean any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as housekeeping and meal preparation **and** these services are provided by such individual more frequently than one day a week and/or longer than one month duration.
- II. Contractor shall be provided documentation by its new employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative results of a Mantoux tuberculin skin test or certification from a physician/radiologist that an individual is free from active TB. This information shall be held confidential.
  - A. At the time of employment or prior to commencement of service provision, all employees, consultants, and volunteers shall submit to Contractor the results of a Mantoux tuberculin skin test recorded in millimeters of induration.

1. If the tuberculin skin test is positive, the individual must be examined by a physician, obtain a baseline chest x-ray, and submit a physician's written statement that he or she is free from communicable TB.
  2. A person who provides written documentation in millimeters of induration of a prior positive tuberculin skin test need not obtain a pre-employment tuberculin skin test, but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.
- B. At least annually or more frequently (as determined by TB Risk Assessment), each employee, consultant, and volunteer with a previously negative tuberculin skin test shall obtain another Mantoux tuberculin skin test and submit to Contractor the results of such test recorded in millimeters of induration.
1. If this annual tuberculin test is newly positive, the person must have a baseline chest x-ray and submit a physician's written statement that he or she is free from communicable TB.
  2. Persons with a documented history of a positive tuberculin skin test and a negative chest x-ray shall be exempt from further screening unless they develop symptoms suggestive of TB. Persons with a history of TB or a positive tuberculin test are at risk for TB in the future and should promptly report to their employer any pulmonary symptoms. If symptoms of TB develop, the person should be excused from further service provision and medically evaluated immediately.
- C. Contractor shall consult with Los Angeles County - Department of Public Health, Tuberculosis Control Office if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test while working or residing in its facility.
- D. Contractor whose agency or facility are in the jurisdictions of the City of Long Beach Health Department or the City of Pasadena Health Department shall consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test while working or residing in its facility.
- III. Contractor shall maintain the following TB screening documentation for each employee, consultant, and volunteer in a confidential manner:
- A. The results of the Mantoux tuberculin skin test, baseline chest x-ray (if required), and physician certification that the person is free from communicable TB obtained at the time of employment or prior to service provision;
  - B. The results of the annual Mantoux tuberculin skin test or physician certification that the person does not have communicable TB; and
  - C. The date and manner in which the County Tuberculosis Control Office, City of Long Beach Health Department, or City of Pasadena Health Department was notified of the following:
    1. Change in the tuberculin skin test from negative to positive;
    2. Person who is known or suspected to have a current diagnosis of TB; and
    3. Person who is known to be taking TB medications for treatment of disease only.
  - D. Contractor shall develop and implement a system to track the dates on which the initial and annual tuberculin skin test results or physician certifications for each employee, consultant, and volunteer are due and received. The system shall include procedures for notifying individuals when the results of their TB screening are due.



- IV. Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about the following:
- A. The risks of becoming infected and transmitting TB when a person has HIV disease or AIDS.
  - B. The early signs and symptoms of TB which may indicate an individual should be seen by his or her physician.
  - C. Ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees, consultants, and volunteers.
  - D. The information that Contractor is required to report to the local health department.
- V. Contractor may consult with the Los Angeles County - Department of Public Health, Tuberculosis Control Office at (213) 744-6151 to enlist their assistance in implementing the educational program. Those Contractors with agencies or facilities in Long Beach or Pasadena may consult with their local health department for such assistance.

F:\Divisions\Contract Administration\Contract Development\Tools for Package Construction\Standard Exhibits\Current Exhibits\2009.05.20 EXHIBIT D - TB Guidelines.doc

## **EXHIBIT C**

### **PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES**

The purpose of this Patient and Client Bill of Rights is to help enable clients act on their own behalf and in partnership with their providers to obtain the best possible HIV/AIDS care and treatment. This Bill of Rights and Responsibilities comes from the hearts of people living with HIV/AIDS in the diverse communities of Los Angeles County. As someone newly entering or currently accessing care, treatment or support services for HIV/AIDS, you have the right to:

#### **A. Respectful Treatment**

1. Receive considerate, respectful, professional, confidential and timely care in a safe client-centered environment without bias.
2. Receive equal and unbiased care in accordance with federal and State laws.
3. Receive information about the qualifications of your providers, particularly about their experience managing and treating HIV/AIDS or related services.
4. Be informed of the names and work phone numbers of the physicians, nurses and other staff members responsible for your care.
5. Receive safe accommodations for protection of personal property while receiving care services.
6. Receive services that are culturally and linguistically appropriate, including having a full explanation of all services and treatment options provided clearly in your own language and dialect.
7. Look at your medical records and receive copies of them upon your request (reasonable agency policies including reasonable fee for photocopying may apply).
8. When special needs arise, extended visiting hours by family, partner, or friends during inpatient treatment, recognizing that there may be limits imposed for valid reasons by the hospital, hospice or other inpatient institution.

#### **B. Competent, High-Quality Care**

1. Have your care provided by competent, qualified professionals who follow HIV treatment standards as set forth by the Federal Public Health Service Guidelines, the Centers for Disease Control and Prevention (CDC), the California Department of Health Services, and the County of Los Angeles.
2. Have access to these professionals at convenient times and locations.
3. Receive appropriate referrals to other medical, mental health or other care services.

#### **C. Make Treatment Decisions**

1. Receive complete and up-to-date information in words you understand about your diagnosis, treatment options, medications (including common side effects and complications) and prognosis that can reasonably be expected.
2. Participate actively with your provider(s) in discussions about choices and options available for your treatment.
3. Make the final decision about which choice and option is best for you after you have been given all relevant information about these choices and the clear recommendation of your provider.
4. Refuse any and all treatments recommended and be told of the effect not taking the treatment may have on your health, be told of any other potential consequences of your refusal and be assured that you have the right to change your mind later.
5. Be informed about and afforded the opportunity to participate in any appropriate clinical research studies for which you are eligible.
6. Refuse to participate in research without prejudice or penalty of any sort.
7. Refuse any offered services or end participation in any program without bias or impact on your care.
8. Be informed of the procedures at the agency or institution for resolving misunderstandings, making complaints or filing grievances.
9. Receive a response to a complaint or grievance within 30 days of filing it.
10. Be informed of independent ombudsman or advocacy services outside the agency to help you resolve problems or grievances (see number at bottom of this form), including how to access a federal complaint center within the Center for Medicare and Medicaid Services (CMS).

#### **D. Confidentiality and Privacy**

1. Receive a copy of your agency's Notice of Privacy Policies and Procedures. (Your agency will ask you to acknowledge receipt of this document.)
2. Keep your HIV status confidential or anonymous with respect to HIV counseling and testing services. Have information explained to you about confidentiality policies and under what conditions, if any, information about HIV care services may be released.
3. Request restricted access to specific sections of your medical records.
4. Authorize or withdraw requests for your medical record from anyone else besides your health care providers and for billing purposes.
5. Question information in your medical chart and make a written request to change specific documented information. (Your physician has the right to accept or refuse your request with an explanation.)

#### **E. Billing Information and Assistance**

1. Receive complete information and explanation in advance of all charges that may be incurred for receiving care, treatment and services as well as payment policies of your provider.
2. Receive information on any programs to help you pay and assistance in accessing such assistance and any other benefits for which you may be eligible.

#### **F. Patient/Client Responsibilities**

In order to help your provider give you and other clients the care to which you are entitled, you also have the responsibility to:

1. Participate in the development and implementation of your individual treatment or service plan to the extent that you are able.
2. Provide your providers, to the best of your knowledge, accurate and complete information about your current and past health and illness, medications and other treatment and services you are receiving, since all of these may affect your care. Communicate promptly in the future any changes or new developments.
3. Communicate to your provider whenever you do not understand information you are given.
4. Follow the treatment plan you have agreed to and/or accepting the consequences of failing the recommended course of treatment or of using other treatments.
5. Keep your appointments and commitments at this agency or inform the agency promptly if you cannot do so.
6. Keep your provider or main contact informed about how to reach you confidentially by phone, mail or other means.
7. Follow the agency's rules and regulations concerning patient/client care and conduct.
8. Be considerate of your providers and fellow clients/patients and treat them with the respect you yourself expect.
9. The use of profanity or abusive or hostile language; threats, violence or intimidations; carrying weapons of any sort; theft or vandalism; intoxication or use of illegal drugs; sexual harassment and misconduct.
10. Maintain the confidentiality of everyone else receiving care or services at the agency by never mentioning to anyone who you see here or casually speaking to other clients not already known to you if you see them elsewhere.

#### **For More Help or Information**

Your first step in getting more information or involving any complaints or grievances should be to speak with your provider or a designated client services representative or patient or treatment advocate at the agency. If this does not resolve any problem in a reasonable time span, or if serious concerns or issues that arise that you feel you need to speak about with someone outside the agency, you may call the number below for confidential, independent information and assistance.

For patient and complaints/grievances call (800) 260-8787

8:00 am – 5:00 pm

Monday - Friday

Revised: 1/1/11

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
MEDICAL SUBSPECIALTY SERVICES - HEALTHY WAY LOS ANGELES EXHIBIT**

**TABLE OF CONTENTS**

1. Description .....	1
2. Persons to be Served.....	2
3. County's Maximum Obligation .....	2
4. Compensation.....	2
5. Services to be Provided .....	3
6. Additional Service Requirements.....	8
7. Staff/Personnel Requirements.....	10
8. Staff Development and Enhancement Requirements .....	11
9. Administrative Supervision .....	11
10. Contractor's Program Director, Medical Subspecialty Services .....	12
11. Program Records .....	13
12. Contractor's Subcontract/Consultant Requirements .....	13
13. Subcontractor/Consultant Agreement .....	14
14. Reports .....	15
15. Equipment Purchase.....	16
16. County Data Management System .....	16
17. Emergency and Disaster Plan .....	16
18. Emergency Medical Treatment.....	17
19. People With HIV/AIDS Bill of Rights and Responsibilities.....	17
20. County's Commission on HIV .....	18
21. Hours of Operation.....	18
22. Cultural Competency.....	18

**EXHIBIT D**

**AIDS HEALTHCARE FOUNDATION**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
MEDICAL SUBSPECIALTY SERVICES-HEALTHY WAY LOS ANGELES**

1. DESCRIPTION: HIV/AIDS Medical Subspecialty Services are evidence-based medical services delivered to persons with HIV/AIDS by referral to a medical subspecialist. Patients shall be in need of medical subspecialty services due to complications of HIV/AIDS disease. Clients receiving subspecialty services shall not be covered by Medicare, Medi-Cal, managed care programs, or private insurance.

HIV/AIDS Medical Subspecialty Services are culturally and linguistically appropriate diagnostic and therapeutic medical services provided by a licensed physician and/or surgeon who is board certified or board eligible in his or her respective medical specialty and/or subspecialty. Such medical subspecialties include, but are not limited to: Cardiology; Dermatology; Ear, Nose, and Throat (ENT) specialty; Endocrinology; Gastroenterology, Hepatology, Gynecology, Neurology, Ophthalmology, Oncology, Pulmonary Medicine, Podiatry, Proctology, General Surgery, Orthopedics and Urology. All health services provided under this Agreement should be in accordance with Department of Health and Human Services (DHHS) HIV Treatment Guidelines ([www.aidsinfo.nih.gov](http://www.aidsinfo.nih.gov)) and the Los Angeles County Commission on HIV Standards of Care. Contractors' clinical staff must have the appropriate training, expertise and certifications to provide quality clinical HIV medical care to HIV positive

patients. Clinical and support staff should have access to ongoing training and clinical education in HIV care management.

2. PERSONS TO BE SERVED: Medical Subspecialty Services shall be provided to Healthy Way Los Angeles (HWLA) Matched eligible clients served by Los Angeles County-Department of Health Services (LAC-DHS) directly operated medical outpatient clinics and funded Community Partner (CP) clinics (HWLA clinics). Such clients shall be medically indigent persons with HIV/AIDS residing within Los Angeles County and in need of Medical Subspecialty Services relative to their HIV disease.

3. COUNTY'S MAXIMUM OBLIGATION:

A. During the period of September 1, 2012 through December 31, 2013, the maximum obligation of County for all services provided hereunder shall not exceed Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Seven Dollars (\$666,667), inclusive of administrative costs.

4. COMPENSATION: DHS agrees to compensate Contractor for the administrative costs associated with this Exhibit at a rate of \$30.00 per referral, not to exceed 10% of the County's Maximum Obligation as set forth in Schedule 4 and the BILLING AND PAYMENT Paragraph of the Agreement. At the end of six (6) months, Contractor will provide DHS with an accounting of the incremental administrative costs, excluding overhead expenses, associated with these referrals and a determination will be made regarding an appropriate per referral reimbursement rate going forward. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

A. Medical specialty visits, consultations and/or procedures shall be reimbursed on a fee-for-service basis at no more than 100% of Medicare reimbursement rate for each visit type and/or procedure.

B. DHS agrees to pay Contractor within thirty (30) days of receiving a completed, accurate, invoice. Contractor agrees to submit invoices on a HCFA 1500 to Department of Health Services, Ambulatory Care Network, 1100 Corporate Center Drive, Ste. 100, Monterey Park, CA 91754, Attn: Rowena Magana or other mutually agreed upon invoicing method.

5. SERVICES TO BE PROVIDED:

A. Contractor shall provide comprehensive, up-to-date HIV/AIDS medical subspecialty services (MSS) to HWLA Matched eligible patients living with HIV/AIDS. It is the responsibility of the Contractor to ensure that patient eligibility is verified and documented before considering the referral. Referrals are considered invalid after thirty (30) days from the date of initial referral. This documentation should be kept on file with the referral at the Contractor's site. Such services shall be client centered and in accordance procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, current nursing practice in the field of HIV/AIDS based on the "Department of Human Services" Guidelines for the use of Antiretroviral Agents in HIV-infected Adults and Adolescents, InterQual and HIVQual Guidelines. Services will be provided based on the Evidence Based Practices Guidelines in accordance with the National Standards clearinghouse and DHSP Medical Specialty Referral Overlay (See Attachment 3). Any quality issues identified in the review process will be

forwarded to the AHF Medical Director for review. As a component of care, Contractor shall ensure cultural sensitivity and linguistic competency in providing services.

B. Contractor shall administer a network of Medical Subspecialty Services consistent with the County of Los Angeles, Commission on HIV, Standards of Care.

C. Contractor shall establish and maintain written agreements, contracts or memoranda of understanding (MOU), with various MSS providers to furnish referred clients with the necessary diagnostic and therapeutic medical subspecialty services. Such agreements shall contain provisions for communication, both verbal and written, between the referring primary physician and the consulting physician specialist.

D. Contractor shall develop, implement, and revise as necessary a clinical review protocol and utilization process with a California-licensed physician overseeing the clinical criteria development, issuance of denials and/or reconsiderations and the quality of care to ensure proper referrals and review of referrals. Protocols shall be reflective of the needs of clients including a mechanism for handling complaints from clients and HWLA clinic providers. The Contractor shall have a formal, culturally competent procedure to handle grievances and complaints. Protocol shall detail how the Contractor handles denials internally. Protocol shall include a provision that allows DHS Ambulatory Care Network Chief Executive Officer or his/her designee to review denied appeals from a HWLA clinic within seven (7) business days. Contractor shall



submit procedures and protocols to DHS thirty (30) days prior to contract implementation. Any revisions to the procedures and protocols must be submitted for review and approval by DHS at least thirty (30) days prior to implementation. Contractor shall develop MOUs with each participating HWLA clinic. The MOU shall detail the process for requesting referrals to MSS including how the HWLA clinic can appeal a denial of MSS referral request.

E. Contractor shall be responsible for ensuring that each participating HWLA clinic has MSS Prior Authorization Referral Forms, which are used as a first step in requesting a MSS referral for clients.

F. Contractor shall provide MSS referrals to participating HWLA clinics with the appropriate medical subspecialist within five (5) business days of receipt of a complete referral packet of clinical and administrative information necessary to process a referral depending on the client's diagnosis and urgency of service need. Urgent referrals must be reviewed within twenty four (24) hours and a decision rendered within forty eight (48) hours.

G. Contractor shall provide the HWLA clinic with the decision rendered via secure fax or HIPAA-compliant confidential email.

H. Responsibility for scheduling the MSS appointment shall be with the HWLA clinic from which the referral originated.

I. Contractor shall assure that subcontractors performing Medical Subspecialty Services are licensed in California and board certified or board eligible in the respective subspecialty. Contractor shall orientate all new MSS providers to program policies and procedures.

J. Contractor shall develop written policies and procedures detailing the process for credentialing all MSS contractors including re-credentialing at least once every three (3) years. Contractor shall develop written policies detailing how MSS providers with more than three (3) complaints or grievances will be addressed.

K. Contractor shall negotiate a fee-for-service rate for Medical Subspecialty services that is standardized at no more than 100% of Medicare reimbursement rate for each visit type and/or procedure.

L. Contractor shall coordinate and consult with the participating physician from the referring HWLA clinic. Provision of a written evaluation from the physician shall be provided to clinic within two weeks of consultation with patient.

M. Contractor shall demonstrate implementation of a plan providing all HWLA clinics in Los Angeles County that serve patients living with HIV/AIDS, equal access to medical subspecialty referrals, regardless of the HWLA clinic referring site. Contractor shall ensure appropriate geographic coverage of MSS providers to facilitate easy access for clients. Contractor shall work with each HWLA clinic site to incorporate, when appropriate, MSS providers recommended by the HWLA clinic site. It is acknowledged that not all HWLA clinic requested/recommended subspecialty providers will contract with the Contractor.

N. Contractor will hold a group meeting for referring HWLA clinics providers on a quarterly basis to review and obtain input on issues of quality, outcomes and patient access, and will incorporate the resulting feedback into its quality assurance and improvement process. Contractor shall meet initially will

each individual referring HWLA clinic to familiarize the HWLA clinic with the MSS. Contractor shall meet with a referring HWLA clinic individually if special issues arise that are not appropriate to address at the general meeting. In addition Contractor will add qualified MSS providers at the recommendations of the HWLA clinics to help expand the network in responsive ways for HWLA eligible clients living with HIV/AIDS throughout Los Angeles County.

O. Contractor shall work with DHSP and DHS to develop a list of MSS and specific conditions and/or circumstances where referral to DHS specialty clinics would be more appropriate. Contractor, DHSP and DHS will jointly develop appropriate policies and procedures to guide these referrals.

P. Contractor shall work with DHS to develop a list of MSS that can be provided by the Contractor to DHS providers. These MSS shall be services that are more efficiently provided by the Contractor than by DHS.

Q. Contractor shall develop promotional materials, including a HWLA clinic provider manual detailing the process of obtaining MSS, and a promotional plan to promote MSS for participating HWLA clinics. The Contractor shall submit the plan and materials thirty (30) days after the implementation of the contract.

R. Contractor shall demonstrate recruitment and retention of qualified medical subspecialist subcontractors. Contractor shall provide County a staff retention policies and procedures plan within thirty (30) days of the anticipated Contract effective date of the Agreement.

S. Contractor shall track the timeliness of referrals processed and appointments made using internal reports that capture date of the specialty

request from the clients' primary care provider, date the authorization was given, date(s) of the specialty visit(s), and date the specialty report was transmitted to the MOC.

T. Contractor shall comply with County reporting requirements for MSS referral activities, which will be mutually designed and agreed upon.

6. ADDITIONAL SERVICE REQUIREMENTS: In a satisfactory and proper manner as determined by County, Contractor shall perform functions and services to achieve the following objectives:

A. To administer a network of subspecialty care;

B. To provide medical subspecialty consultations to eligible clients, referred from HWLA clinics throughout Los Angeles County;

C. To ensure clients have equal access to medical subspecialty referrals and appointments regardless of agency affiliation or geographic location within Los Angeles County;

D. To accurately and completely report all medical subspecialty referrals in the manner mutually agreed upon by the DHS and the Contractor;

E. Develop and implement a plan to involve HWLA clinics in the medical subspecialty referral program;

F. Recruit and retain medical subspecialty providers including, but not limited to:

(1) Cardiology;

(2) Colo-rectal / Proctology

(3) Dermatology;

- (4) Ear,Nose, and Throat (ENT);
- (5) Endocrinology;
- (6) Hepatology;
- (7) Gastroenterology;
- (8) General Surgery
- (9) Gynecology
- (10) Neurology;
- (11) Nephrology
- (12) Ophthalmology;
- (13) Oncology;
- (14) Orthopedics;
- (15) Pain Management
- (16) Pulmonary;
- (17) Podiatry;
- (18) Rheumatology;
- (19) Urology.

G. Provide limited diagnostic imaging to include but not limited to:

- (1) Ultrasound
- (2) Echocardiography
- (3) Computer Assisted Tomography (CT)
- (4) Magnetic Resonance Imaging (MRI)
- (5) Dual Energy X-ray Absorptiometry (DEXA) Bone Scan

H. Provide any specific laboratory testing/assays ordered by the medical specialist as required to assist in diagnosis, treatment or prevention related to the MSS referral. These tests should be ordered by the MSS provider;

I. Anesthesiology and Pathology services when billed in concert with procedures approved from the subspecialties outlined above in Paragraph 6, ADDITIONAL SERVICE REQUIREMENTS, Subparagraph F;1- 19 of this agreement;-.

J. Facility services when billed in concert with procedures approved from the subspecialties outlined above in Paragraph 6, ADDITIONAL SERVICE REQUIREMENTS, Subparagraph F;1- 19 of this agreement.

7. STAFF/PERSONNEL REQUIREMENTS:

A. Medical Subspecialty providers shall possess the skills; experience, education, and licensing qualifications appropriate for the provision of HIV/AIDS medical specialty treatment services.

B. County has the absolute right to approve or disapprove all of Contractor's staff/personnel performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Program Director. Contractor shall remove and replace any personnel performing services under this Agreement within thirty (30) days of the written request of the County. Contractor shall send County written confirmation of the removal of the personnel in question.

C. Contractor must provide County with a roster of all administrative and program staff, including titles, degree(s) and contact information within thirty (30) days of the effective date of the contract.

D. Contractor shall assign a sufficient number of employees to perform the required work. At least one (1) employee on site shall be authorized to act for Contractor in assuring compliance with contractual obligations at all times.

E. Contractor shall provide appropriate clinical supervision for mid level/allied health practitioners such as physician assistants, nurse practitioners, advance practice nurses, and for medical subspecialty services staff.

8. STAFF DEVELOPMENT AND ENHANCEMENT REQUIREMENTS:

A. Contractor shall assure that all new employees and staff receive appropriate DHS or State of California approved training as well as continuing in-service training for all employees mandated by the terms and conditions of the Agreement and or ADDITIONAL PROVISIONS.

B. Contractor shall provide training programs for all new employees and continuing in-service training for all employees performing services under this Agreement.

C. All employees shall be trained in their assigned tasks and in the safe handling of equipment as applicable when performing services under this Agreement. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

9. ADMINISTRATIVE SUPERVISION: Contractor shall provide administrative oversight of medical subspecialty services. Contractor shall conduct regular reviews of

client records to ensure that all required documentation is completed properly in a timely manner and secured within client records. Client record reviews shall include, but not be limited to, the following required documentation:

A. Written documentation identifying steps to be taken to rectify missing or incomplete documentation of resolution of required documentation omission.

B. The administrative supervisor shall periodically review the required documentation.

10. CONTRACTOR'S PROGRAM DIRECTOR, MEDICAL SUBSPECIALTY SERVICES:

A. Medical Subspecialty Services Contractor shall provide a Program Director, Medical Subspecialty Services and designated alternate within thirty (30) days from the effective date of the contract. County must have access to the Program Director, MSS during normal business hours (8:30 AM – 5:30 PM), Monday through Friday and/or as required by contractual needs. Contractor shall provide a telephone number where the Program Director may be reached during required hours.

B. The Program Director, MSS, shall be one of the following: Registered Nurse under the supervision of a licensed Physician, Physician Assistant, Nurse Practitioner or Physician with a minimum of two (2) years experience in HIV/AIDS care.

C. The Program Director, MSS shall act as a central point of contact with the County.



D. Program Director, MSS/alternative shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract.

11. PROGRAM RECORDS: Contractor shall maintain client program records as follows:

A. Each client record shall include adequate documentation of all HIV/AIDS medical subspecialty services, provided for each client, in sufficient detail to permit an evaluation of such services. All required documentation shall be maintained within each client record and shall include, but not be limited to:

- (1) All referral forms from HWLA clinic
- (2) Any supporting documentation related to the referral
- (3) All Medical Subspecialist reports including laboratory results

related to the referral

- (4) Documentation of the appeals process if appropriate

12. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

A. County has the absolute right to approve or disapprove all of Contractor's subcontractor/consultants performing work hereunder and any proposed changes in sub-contractor.

B. Contractor shall use the DHS approved Subcontractor template with an attached list of subcontractors. Subcontractor template will be provided by DHS.

13. SUBCONTRACTOR/CONSULTANT AGREEMENT:

A. Contractor shall adhere to this provision, and those of the Agreement and ADDITIONAL PROVISIONS, for all subcontractor/consultant agreements entered into for the provision of services under this Agreement. The proposed subcontractor/consultant agreement must include, but is not limited to:

- (1) Name of the subcontractor/consultant;
- (2) Period of performance;
- (3) Description of activities that support the goals and objectives of the contract;
- (4) An evaluation mechanism and itemized budget.

B. DHS Subcontractor shall remove and replace personnel performing services under this Contract within thirty (30) days of the written request of the County. Contractor shall send County written confirmation of the removal of the personnel in question.

C. Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant service.

14. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As mutually agreed upon between the Contractor and the DHS, the Contractor shall submit a monthly report and , as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for medical subspecialty services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect information as agreed upon on the monthly report form and be transmitted, mailed, or delivered to Department of Health Services, Ambulatory Care Network, 313 N. Figueroa St., Rm. 909, Los Angeles, CA 90012, Attention: Ambulatory Care Network Chief Executive Officer.

B. Annual Reports: As mutually agreed upon between the Contractor and the DHS, the Contractor shall submit a summary of the monthly data previously submitted in an agreed upon format, e.g., hard copy, electronic, and/or online format.

C. As mutually agreed upon between the Contractor and the DHS, Contractor shall submit ad hoc reports with reasonable turnaround time as agreed upon by the Contractor and DHS in an agreed upon format, e.g., hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include the agreed upon information and be completed in the designated format.

15. EQUIPMENT PURCHASE: All equipment to be reimbursed by this agreement must be pre-approved by the DHS. Equipment purchase applies to the Contractor and any subcontractors. The justification for the purchase should include how many clients will benefit from the purchase of the equipment during each budget period. For the purchase of this agreement, Equipment is defined as an item with a unit cost of Five Thousand Dollars (\$5,000) or more and a life expectancy of four (4) or more years.

16. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register client's demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to standardize reporting, importing efficiency of billing, support program evaluation processes, and to provide DHS and participating contractors with information relative to service delivery. Contractor shall ensure data quality and compliance with all data submission requirements.

17. EMERGENCY AND DISASTER PLAN: Contractor shall submit to DHS within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and

work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

18. EMERGENCY MEDICAL TREATMENT: Contractor shall ensure that a policy is in place to ensure that clients receiving MSS who require emergency medical treatment while at the MSS provider for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall ensure that MSS subcontractors have a written policy(ies) for the subcontractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the subcontractor's staff. Copy(ies) of such written policy(ies) shall be sent to Department of Health Services, Ambulatory Care Network Chief Executive Officer.

19. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit C, "People with HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights") document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all Care Services provider sites, and disseminate it to all patients/ clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this "Bill of Rights" document in accordance with Contractor's own document, Contractor shall demonstrate to DHS, upon request, that

Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

20. COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website <http://www.hivcommission-la.info/> and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County.

21. HOURS OF OPERATION: Contractor is required to provide Medical Subspecialty Services during regular business hours, 8:30 a.m. through 5:30 p.m., on all week days (Monday through Friday) except those designated as holidays as noted below. County may require additional service hours in order to meet specific tasks.

Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; Presidents' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

22. CULTURAL COMPETENCY: Program staff should display non-judgmental, culture-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

## **SCHEDULE 4**

### **AIDS HEALTHCARE FOUNDATION**

#### **MEDICAL SUBSPECIALTY SERVICES – HEALTHY WAY LOS ANGELES**

Budget Period  
September 1, 2012  
through  
December 31, 2013

Administrative Cost @ \$30.00 per referral	\$66,667
--------------------------------------------	----------

*Medical Subspecialty Visits/Procedures	<u>\$600,000</u>
Total	<u>\$666,667</u>

\*Medical subspecialty visits, consultations and/or procedures shall be reimbursed on a fee-for-service basis at no more than 100% of Medicare reimbursement rate for each visit type and/or procedure. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

At the end of six (6) months, Contractor will provide DHS with an accounting of the incremental administrative costs, excluding overhead expenses, associated with these referrals and a determination will be made regarding an appropriate per referral reimbursement rate going forward.

During the term of this Agreement, any variation to the above budget must have prior written approval of the DHS's Director. Funds shall only be utilized for eligible program expenses.